COMMON CARRIERS—CONTRACT LIMITING LIABILITY—JENNINGS V. SMITH, 99 Fed. 189 (Ill.).—Plaintiff, with full knowledge of facts, signed a contract providing that in consideration of a lower rate of freight, his recovery in case of damage should be limited to $100.00 for each horse shipped. *Held*, notwithstanding an Illinois statute to the contrary, that the contract was binding on the shipper.

The opinion in this case is by no means clear and would seem at first glance to be at variance with the rule laid down by the Supreme Court in the leading case of *N. Y. C. R. R. Co.* v. *Lockwood*, 17 Wallace 357 (1873). In *Liverpool & G. W. Steam Co.* v. *Phenix Ins. Co.*, 129 U. S. 397 (1888), the case on which the judge bases his opinion, *Hart* v. *R. R. Co.*, 112 U. S. 331 (1884), is approved as being in accordance with the Lockwood case. However, here the common carrier is not denying its liability for loss resulting from the negligence of its servants, but merely limiting the amount of such liability. In view of the fact that the common carrier and the individual are by no means on an equal footing, to prevent a dangerons extension of this exception, the reasonableness of the exemption must always be the criterion. In New York State, however, a contrary doctrine has long since been established, and the carrier can exempt itself from every claim of damages, even though same be occasioned through fault on its part, provided that the contract of transportation fairly embodies such exceptions. *Plattsburg* v. *Erie R. R. Co.*, 43 N. Y. 123.

CARRIERS—FREE TRANSPORTATION—CONSTITUTIONAL LAW—ATCHISON, T. & S. F. RY. CO. V. CAMPBELL, 59 Pac. 1051 (Kan.).—*Held*, that the statute (Chap. 167, Laws 1897) requiring railroad companies to furnish free transportation to a drover accompanying a car of stock, at the usual price of shipment, to and from his destination, is a deprivation of property without due process of law and unconstitutional under the fourteenth amendment of the Federal Constitution.

While it is well settled that the Legislature has a certain control over rates, the extent of this control has not been so well settled. This is an extreme attempt, but the opinion is sustained on the principle of *Railroad Co.* v. *Smith*, 173 U. S. 684, 19 Sup. Ct. 685, in its reversal of 72 N. W. 328 (Mich.). See also cases cited in note to *Winchester* v. *L. Turnp. Road Co.* v. *Crorton*, 33 L. R. A. 177 (Ky.)

CARRIERS—INJURY OF PASSENGER AT STATION—CONTINUANCE OF RELATION—CHESAPEAKE & O. R. CO. V. KING, 99 Fed. 251 (Ky.).—Passenger, having properly left train at a place where it was necessary to cross intervening tracks in order to reach a public road, was injured in crossing such tracks. *Held*, that company was liable, as there was an implied agreement not to make such exit unnecessarily dangerous.

Many jurisdictions hold it to be negligence per se if a traveler fail to look and listen before crossing a track. *R. R. Co.* v. *Houston*, 95 Fed. 697. But in this case it is held that the person using the means of egress provided by the company was still a passenger, and, as such, while not excused from all care, was nevertheless entitled to expect a high degree of care on the part of the carrier. The question of passenger's negligence is usually one of fact for the jury. *Graven* v. *MacLeod*, 92 Fed. 846.

CARRIERS — PASSENGER ELEVATORS — NEGLIGENCE — OWNER'S LIABILITY—GRIFFEN V. MANICE, 62 N. Y. Sup. 364.—The plaintiff sues, as administratrix, to recover damages for death of her husband, which she claims was caused by the negligence of defendant. The decedent was killed by the falling of some weights attached to certain cables intended to be used in operating an elevator